

No. R. 283

1 April 2011

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE, CAPE
PENINSULA: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE
AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Hairdressing Trade, Cape Peninsula** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from11 April 2011..... and for the period ending 31 December 2012.

M. N. OLIPHANT
MINISTER OF LABOUR

SCHEDULE

BARGAINING COUNCIL FOR THE HAIRDRESSING TRADE CAPE PENINSULA

COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into
by and between the

EMPLOYERS' ORGANISATION FOR HAIRDRESSING, COSMETOLOGY AND BEAUTY
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part,
and the

UNITED ASSOCIATION OF SOUTH AFRICA THE UNION

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the
parties to the Bargaining Council for the Hairdressing Trade, Cape Peninsula, to amend the
Agreement published under Government Notice No. R.1532 of December 2002; R.939 and
R.940 of August 2004; R.915 and R.916 of September 2006; R.1175 and R.1176 of
December 2007; R.419 of 17 April 2009 and R.320 and R.321 of 23 April 2010.

1. SCOPE OF APPLICATION

1.1 The terms of this agreement shall be observed in the Hairdressing Trade –

1.1.1 by all employers who are members of the employers' organisation and by all
employees who are members of the trade union;

1.1.2 in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood and
Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch

which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuilsriver which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

1.2 Notwithstanding the provisions of subclause (1), the terms of this agreement shall –

1.2.1 apply only to employees for whom wages are specified in this agreement and to the employers of such employees;

1.2.2 apply to learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998 or any contract entered into or any condition fixed there under.

2. PERIOD OF OPERATION

This agreement shall come into operation –

- (a) in respect of the parties as agreed between them on 1 January 2011.
- (b) in respect of non-parties, on such date as determined by the Minister.

The Agreement shall remain in force until 31 December 2012.

3. EXEPTIONS

- 3.1 The provisions of this Agreement do not apply to non-parties in respect of clauses 1.1.1; 2.1(a); 35 and 36.

4. CLAUSE 4: WAGES

4.1 Substitute the following for subclause 4.1

Subject to the provisions of subclause 4.2, every employer must pay each employee a wage that is not less than the minimum wage specified for that employee's relevant job category and experience.

WAGE SCHEDULE			
	JOB CATEGORY		RAND PER MONTH
1.1	Hairdresser Qualified Experienced		4683
1.2	Hairdresser Qualified First Year		3294
1.3	Hairdresser Non-Qualified		2914
2.	Operator		3192
3.	Cleaner		2301
4.1.	Receptionist Experienced		3718
4.2	Receptionist First Year		2831
5.1	Learners employed prior to 1 January 2010 who have as yet not progressed to Level 2		1953
5.2	Learners employment after 1 January 2010		
	Learners Who Have Completed College Full Time	New Learners Attending College Part Time	

5.2.1	Starting Salary	Starting Salary	1808
5.2.2	After 3 months	After Level 2 Passed	1952
5.2.3	After further 3 months	After Level 3 Passed	2109
5.2.4	After further 3 months	After Level 4 Passed	2278

5. **CLAUSE 7: HOURS OF WORK**

5.1 Add the following subclause 7.4

In the event of a part-time learner (who is under a formal learnership agreement) spending a day or part thereof at college, it will be regarded as a normal working day forming part of the 45 hour working week.

5.2 Add the following subclause 7.5

NIGHT WORK

- (a) For establishments located in a mall as well as those governed by lease agreements within a retail operation, "night work" means work performed after 22:00 and before 08:00 the next day.
- (b) For independent establishments "night work" means work performed after 19:00 and before 07:00 the next day. For the purposes of this subclause the term "independent establishment" means an establishment that is not located in a mall and or an establishment that is not governed by a lease agreement within a retail operation.
- (c) An employer may only require or permit an employee to perform night work, if so agreed, and if —
 - (i) the employee who is working for an establishment located in a mall and/or for one that is governed by a lease agreement within a retail operation, is compensated by the payment of double of the wage/salary

rate for ordinary hours of work and that an employee who is working for an independent establishment is compensated by the payment of time and a third of the wage/salary rate for ordinary hours of work and

- (ii) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

- (d) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must—

- (i) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands —

- (1) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (2) of the employee's right to undergo a medical examination in terms of paragraph (ii) below;

- (ii) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards—

- (1) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (2) at appropriate intervals while the employee continues to perform such work; and

- (iii) transfer the employee to suitable day work within a reasonable time if—

- (1) the employee suffers from a health condition associated with the performance of night work; and
 - (2) it is practicable for the employer to do so.

- (e) For the purposes of subclause 7.5(d), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.
- (f) The Minister may, after consulting the Commission, make regulations relating to the conduct of medical examinations for employees who perform night work.

6. CLAUSE 11: PUBLIC HOLIDAYS

6.1 Substitute the following for subclause 11.2

An employee who is required to work on a Public Holiday or Easter Saturday will receive in addition to their normal working weekly wage or monthly salary one additional day's pay for working a full day. If an employee only works part thereof, the employee will receive in addition to their normal working weekly wage or monthly salary the normal hourly wage/salary rate for every hour worked.

6.2 Add the following subclause 11.6

If a Public Holiday falls on a Sunday, the following Monday shall be deemed to be a holiday.

6.3 Add the following subclause 11.7

Any Public Holiday and Easter Saturday shall be exchangeable for any other day which is fixed by agreement or agreed to between an employer and employee.

7. CLAUSE 13: ANNUAL LEAVE**7.1 Substitute the following for subclause 13.7**

Pro rata commission based on 25% of the average net monthly personal service commission earned during the preceding twelve months. Personal service commission excludes commission on retail sales and VAT.

8. CLAUSE 25: COUNCIL LEVIES**8.1 Substitute the following for subclause 25.1**

For the purpose of meeting the expenses of the Council every employer must deduct per month R48.00 from the wages of each employee and add to the total amount so deducted a like amount.

8.2 Add the following subclause 25.4

Every employer must deduct per month R25.00 from the wages of each Learner and add to the total amount so deducted a like amount.

9. CLAUSE 33: PROVISION OF EQUIPMENT**9.1 Substitute the following for clause 33**

- (a) An employer must provide, for the use of every hairdresser, all tools and equipment necessary for the carrying out of his work except, curling tongs, scissors, combs, clippers (not electric), nail files, cuticle scissors, cuticle clippers, blow dryers, razors, blades, neck-brush combs and strop.
- (b) An employer must provide each hairdresser with—
 - (i) at least one chemical sterilizing/disinfectant solution/agent containing one of the following ingredients:
 - (1) Ethylene Oxide (EO or EtO)

- (2) Peracetic Acid
- (3) Aldehydes such as Gluteraldehyde or Formaldehyde
- (4) O-phthalaldehyde

The use of the agents should at all times be conducted in accordance with manufactures instructions.

- (ii) a sealable "sharps" container in which to dispose any objects contaminated by bodily fluids of any origin which is to be incinerated.
- (c) For the purposes of this clause the term –
 - (i) "sterilization" means the act or process of rendering sterile and the complete destruction of all viable pathogenic and non-pathogenic microorganisms and spores
 - (ii) "chemical sterilization" means a method in which an object that cannot withstand high temperatures is immersed in a liquid containing sanitizing chemicals
 - (iii) "disinfection" means the process or act in which an object is rendered free of pathogenic microorganisms. However, certain bacterial spores may survive and germinate which could lead to contamination
 - (iv) "antiseptic" means an antimicrobial agent for application to a body surface, usually skin or oral mucosa, in an attempt to prevent or minimize infection at the area of application. However, certain bacterial spores may survive and germinate which could lead to contamination.

10.

CLAUSE 35: SICK BENEFIT FUND

10.1 Substitute the following for subclause 35.4(c)

Every working employer who is a member of the Fund must pay R470.00 per month to receive benefits.

10.2 Substitute the following for subclause 35.4(d)

A child dependant under the age of 18 years must pay R80.00 per month and a spouse, life partner and adult dependants must pay R160.00 per month. No employer contribution is payable in respect of dependants.

10.3 Substitute the following for the Sick Benefit Fund Contribution Schedule

SICK BENEFIT FUND CONTRIBUTION SCHEDULE		
Job Category	Employee Contribution Rand per month	Employer Contribution Rand per month
Qualified Hairdresser	235.00	235.00
Non-Qualified Hairdresser, Operator and Experienced Receptionist	177.00	177.00
Cleaner, First Year Receptionist and Learner	140.00	140.00

10.4 Add the following subclause 35.5 (g)

The first contribution received by the Fund for a new member is deemed to be for the month in which it is received and not in respect of the month in which it was deducted.

10.5 Add the following subclause 35.5 (h)

An employee or working employer will only be entitled to claim benefits after the first contribution has been received and the employee or working employer has been accepted as a member of the Fund in accordance with sub clauses 35.9 and 35.11.

11. CLAUSE 36: SICK PAY FUND**11.1 Substitute the following for the Sick Pay Fund Contribution Schedule**

SICK PAY FUND CONTRIBUTION SCHEDULE		
Wage Band	Employee Contribution Rand Per Month	Employer Contribution Rand Per Month
0 - 2000	43	43
2001- 3000	54	54
3001- 4000	65	65
4001- 5000	75	75
5001- 10000	86	86

SIGNED AT CAPE TOWN FOR AND BEHALF OF THE PARTIES

THIS 6TH DAY OF DECEMBER 2010

ALISON JACOBS

Chairman of the Council



MERLE VESTER

Vice-Chairman of the Council



NIZAR DAVIDS

Secretary of the Council